GSA

GENERAL SERVICES AGENCY

(Ahensian Setbision Hinirat)
Government of Guam

148 Route 1 Marine Drive, Piti Guam 96915

Tel: 475-1713 * Telefax: 472-4217; 475-1716; 475-1727

Accountability * Impartiality * Competence * Openness * Value

INVITATION FOR BID NO.: GSA-004-22

DESCRIPTION:

MEDICAL EQUIPMENT(s)
For Guam Behavioral Health and Wellness Center

SPECIAL REMINDER TO PROSPECTIVE BIDDERS

Bidders are reminded to read the Sealed Bid Solicitation and Instructions, and General Terms and Conditions attached to the IFB to ascertain that all of the following requirements checked below are submitted in the bid envelope, in duplicate, at the date and time for bid opening.

- (X) BID GUARANTEE (15% of Bid Amount) May be in the form of; Reference #11 on the General Terms and Conditions
 - Cashier's Check or Certified Check
 - b. Letter of Credit
 - c. Surety Bond Valid only if accompanied by:
 - 1. Current Certificate of Authority issued by the Insurance Commissioner;
 - 2. Power of Attorney issued by the Surety to the Resident General Agent;
 - 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.
- (X) BROCHURES/DESCRIPTIVE LITERATURE;
- (X) AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION
 - a. Date of signature of the person authorized to sign the bid and the notary date must be the same.
- (X) OTHER REQUIREMENTS:

Affidavit re Ethical Standards, Affidavit re No Gratuities or Kickbacks, Special Provision; Restriction Against Sexual Offenders, Affidavit D.O.L. Wage Determination, Affidavit re Non-Collusion, Affidavit re Contingent Fees,

(X) CURRENT BUSINESS LICENSE/CONTRACTOR'S LICENSE/SPECIALTY LICENSE
IN REFERENCE TO SUPPLIES OR SERVICES FOR THIS BID MUST BE SUBMITTED PRIOR
TO AWARD OF IFB CONTRACT

This reminder must be signed and returned in the bid envelope together with the bid. Failure to comply with the above requirements may be cause for disqualification and rejection of the bid.

On this day of	, 202, I,
authorized representative of reminder to prospective bidders with the above referenced IF	
_	

Bidder Representative's Signature

DOA 132 Re

Invitation for Bid: GSA-004-22

ACKNOWLEDGEMENT RECEIPT FORM

Please be advised that to be considered a prospective bidder you must fill out this Acknowledgement receipt form. Please submit form by Fax to 475-1727 and email to gsaprocurement@gsadoa.guam.gov

Acknowledgement Receipt Form must be submitted no later than three (3) days upon receipt of IFB package.

Name	
Signature	
Date	
Time	
Contact Number	
Fax Number	
Contact Person regarding IFB	
Title	
E-Mail Address	
Company/Firm	
Address	

Note: GSA recommends that prospective bidders register current contact Information with GSA to ensure they receive any notices regarding any changes or update to the IFB. The procuring agency and GSA will not be liable for failure to provide notice to any party who did not register current contact information.

All questions and concerns in regards to this bid must be submitted to the General Services Agency via fax attention to the Chief Procurement Officer no later than <u>Tuesday</u>, <u>December 7, 2021</u> close of business at 5:00pm.

Reference Page 28 of 38 #2(e) - No Entitlement To Preparation Costs – the bidder expressly waives any right it may have against the government for any expenses incurred in connection with the preparation of its bid.

Note: Pursuant to the Pandemic of Cornavirus (COVID-19), GSA adheres with the "Distance Socializing" under the Emergency Executive Orders 2020-03 thru 2020-20. GSA kindly ask for your cooperation in the matter, to limit your company's representatives to the following:

INVITATION FOR BID

ISSUING OFFICE:

CLAUDIA S. ACFALLE PI
Chief Procurement Officer

GENERAL SERVICES AGENCY GOVERNMENT OF GUAM 148 ROUTE 1, MARINE DRIVE PITI, GUAM 96915

		The state of the s
DATE ISSUED: <u>12/02/2021</u>		BID INVITATION NO: GSA-004-22
BID FOR: MEDICAL EQUIPMENT(s	1	
SPECIFICATION: SEE ATTACHED		
DESTINATION: GUAM BEHAVIORAL	HEALTH AND WELNESS	S CENTER
REQUIRED DELIVERY DATE: 45 Da		chase Order.
INSTRUCTION TO BIDDERS:		·
INDICATE WHETHER: INDIVIDU	AL PARTNERSHIP	CORPORATION
INCORPORATED IN:		
This bid shall be submitted in duplicate and sealed to opened. Bid submitted after the time and date spec Solicitation for details.	the issuing office above no later ified above shall be rejected.	r than (Time) 10:00am, Date: 12/20/21 and shall be publicly See attached General Terms and Conditions, and Sealed Bid
the schedule provided, unless otherwise specified by	the bidder. In consideration to s, the undersigned agrees that this	ervices at the price stated opposite the respective items listed on the expense of the Government in opening, tabulating, and a bid remain firm and irrevocable within 90 calendar days from
NAME AND ADDRESS OF BIDDER:	SIGNATURE AND TITLI AUTHORIZED TO SIGN	
AWARD: CONTRACT NO.: ITEM NO(S). A		DATE:
	CONTRACTING	OFFICER:
	CLAUDIA S. AC Chief Procuremen	
NAME AND ADDRESS OF CONTRACTOR:		ID TITLE OF PERSON TO SIGN THIS CONTRACT:
	- , , , , , , , , , , , , , , , , , , ,	

AFFIDAVIT RE ETHICAL STANDARDS

CITY OF)	
) ss. ISLAND OF GUAM)	
sworn, deposes and says that:	[state name of affiant signing below], being first duly
The affiant is	
The affiant is	[state one of the following: the offeror, offeror] making the foregoing identified bid or proposal. To the
	ant nor any officers, representatives, agents, subcontractors or
	fluenced any government of Guam employee to breach any of
	Chapter 5, Article 11. Further, affiant promises that neither he
	, agent, subcontractor, or employee of offeror will knowingly
influence any government of Guam en	mployee to breach any ethical standards set forth in 5 GCA
Chapter 5, Article 11. These statements	s are made pursuant to 2 GAR Division 4 § 11103(b).
	Signature of one of the following: Offeror, if the offeror is an individual;
	Partner, if the offeror is a partnership;
	Officer, if the offeror is a corporation.
Subscribed and sworn to before me this	day of, 202
MOTARY BURNES	
NOTARY PUBLIC	
My commission expires	

AG Procurement Form 5 (Jul 12, 2010)

AFFIDAVIT re NO GRATUITIES or KICKBACKS

CITY OF) ss. ISLAND OF GUAM)
ISLAND OF GUAM)
first duly sworn, deposes and says that: [state name of affiant signing below], being
1. The name of the offering firm or individual is [state name of offeror company] Affiant is [state
one of the following: the offeror, a partner of the offeror, an officer of the offeror making the foregoing identified bid or proposal.
2. To the best of affiant's knowledge, neither affiant, nor any of the offerors officers, representatives, agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of offeror, not to violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107(e).
3. To the best of affiant's knowledge, neither affiant, nor any of the offerors officers, representatives, agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in connection with the offerors proposal.
4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offerors officers, representatives, agents, subcontractors, and employees.
Signature of one of the following: Offeror, if the offeror is an individual; Partner, if the offeror is a partnership; Officer, if the offeror is a corporation.
Subscribed and sworn to before me this day of, 202
NOTARY PUBLIC My commission expires,

AG Procurement Form 004 (Jul 12, 2010)

Special Provisions

Restriction against Sex Offenders Employed by service providers to Government of Guam from working on Government Property.

If a contract for services is awarded to the bidder or offeror, then the service provider must warranty that no person in its employment who has been convicted of a sex offense under the provisions of chapter 25 of Title 9 of Guam code Annotated or of an offense defined in Article 2 of chapter 28 of Title 9 of the Guam Code annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of a service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four (24) hours of the conviction, and will immediately remove such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four (24) hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service providers fail to take corrective steps within twenty-four (24) hours of notice from the Government in its sole discretion may suspend temporarily and contract for services until corrective action has been taken.

	Signature of Bidder Proposer, if an indivi- Partner, if a partnersh Officer, if a corporati	nip;
Subscribed and sworn before me this	day of	, 202
NOTARY PUBLIC My commission expires,		

FORM E

DECLARATION RE COMPLIANCE WITH U.S. D.O.L. WAGE DETERMINATION

Proc	rocurement No: GSA-004-22	
Nam certii	ame of Offeror Company:he ertifies under penalty of perjury:	ereby
(1)) That I am(the offeror, a partner of the of an officer of the offeror) making the bid or proposal in the foregoing Identifie procurement;	feror, d
(2)	2) That I have read and understand the provisions of 5 GCA § 5801 and § read:	5802 which
	§ 5801. Wage Determination Established.	
or po Isla	In such cases where the government of Guam enters into contractual arranges sole proprietorship, a partnership or a corporation ("contractor") for the provision of a superment of Guam, and in such cases where the contractor employs a person(s) whose pur or in part, is the direct delivery of service contracted by the government of Guam, then the capay such employee(s) in accordance with the Wage Determination for Guam and the Nor Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed delivery of contract deliverables to the government of Guam.	service to the pose, in whole ontractor shall there. Mariana
sno tim Wo	The Wage Determination most recently issued by the U.S. Department of Labor contract is awarded to a contractor by the government of Guam shall be used to determine shall be paid to employees pursuant to this Article. Should any contract contain a renewal claustime of renewal adjustments, there shall be made stipulations contained in that contract for Wage Determination, as required by this Article, so that the Wage Determination promulgate Department of Labor on a date most recent to the renewal date shall apply.	wages, which se, then at the
	§ 5802. Benefits.	
Ari pro	In addition to the Wage Determination detailed in this Article, any contract to what applies shall also contain provisions mandating health and similar benefits for employees contained such benefits having a minimum value as detailed in the Wage Determination promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a manual (10) paid holidays per annum per employee.	overed by this
(3) The) That the offeror is in full compliance with 5 GCA \S 5801 and \S 5802, as may be the procurement referenced herein;	applicable
(4) It) That I have attached the most recent wage determination applicable to Gua e U.S. Department of Labor. (INSTRUCTIONS – Please attach!)	m issued by
	Signature Date	

AG Procurement Form 006 (Feb. 16, 2010)

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS DMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms
Director

Division of

Wage Determinations

Wage Determination No.: 2015-5694

Revision No.: 12 Date Of Last Revision: 07/24/2020

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2020. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Guam Northern Marianas Wake Island

Area: Guam Statewide

Northern Marianas Statewide

Wake Island Statewide

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.57
01012 - Accounting Clerk II		15.23
01013 - Accounting Clerk III		17.04
01020 - Administrative Assistant		21.43
01035 - Court Reporter		17.40
01041 - Customer Service Representative I		11.51
01042 - Customer Service Representative II		12.94
01043 - Customer Service Representative III		14.12
01051 - Data Entry Operator I		12.15
01052 - Data Entry Operator II		13.25
01060 - Dispatcher Motor Vehicle		15.81
01070 - Document Preparation Clerk		13.85
01090 - Duplicating Machine Operator		13.85
01111 - General Clerk I		10.35
01112 - General Clerk II		11.29
01113 - General Clerk III		12.68
01120 - Housing Referral Assistant		19.39
01141 - Messenger Courier		11.37
01191 - Order Clerk I		12.57
01192 - Order Clerk II		13.71
01261 - Personnel Assistant (Employment) I		15.95
01262 - Personnel Assistant (Employment) II		17.85
01263 - Personnel Assistant (Employment) III		19.89
01270 - Production Control Clerk		21.78
01290 - Rental Clerk		11.10
01300 - Scheduler Maintenance		15.55
01311 - Secretary I		15.55
01312 - Secretary II		17.40
01313 - Secretary III		19.39
01320 - Service Order Dispatcher		14.00
01410 - Supply Technician		21.43
01420 - Survey Worker		16.79

01460 - Switchboard Operator/Receptionist	9.67
01531 - Travel Clerk I	13.01
01532 - Travel Clerk II	14.12
01533 - Travel Clerk III	15.09
01611 - Word Processor I	14.53
01612 - Word Processor II	16.31
01613 - Word Processor III	18.26
05000 - Automotive Service Occupations	10.20
05005 - Automobile Body Repairer Fiberglass	14.82
05010 - Automotive Electrician	13.92
05040 - Automotive Glass Installer	13.92
05070 - Automotive Worker	13.02
05110 - Mobile Equipment Servicer	
05130 - Motor Equipment Metal Mechanic	11.16
05160 - Motor Equipment Metal Worker	14.82
05190 - Motor Vehicle Mechanic	13.02
05220 - Motor Vehicle Mechanic Helper	14.82
05250 - Motor Vehicle Upholstery Worker	10.22
05280 - Motor Vehicle Opholstery Worker	12.11
05310 - Painter Automotive	13.02
	13.92
05340 - Radiator Repair Specialist	13.02
05370 - Tire Repairer	12.34
05400 - Transmission Repair Specialist	14.82
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	12.05
07042 - Cook II	14.05
07070 - Dishwasher	9.28
07130 - Food Service Worker	9.34
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	9.23
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.04
09040 - Furniture Handler	10.95
09080 - Furniture Refinisher	18.04
09090 - Furniture Refinisher Helper	13.27
09110 - Furniture Repairer Minor	15.70
09130 - Upholsterer	18.04
11000 - General Services And Support Occupations	10.04
11030 - Cleaner Vehicles	9.35
11060 - Elevator Operator	9.35
11090 - Gardener	13.00
11122 - Housekeeping Aide	9.44
11150 - Janitor	
11210 - Laborer Grounds Maintenance	9.44
11240 - Maid or Houseman	9.82
11260 - Pruner	9.26
	8.79
11270 - Tractor Operator 11330 - Trail Maintenance Worker	11.90
	9.82
11360 - Window Cleaner	10.54
12000 - Health Occupations	
12010 - Ambulance Driver	17.77
12011 - Breath Alcohol Technician	17.77
12012 - Certified Occupational Therapist Assistant	24.38
12015 - Certified Physical Therapist Assistant	24.38
12020 - Dental Assistant	15.02
12025 - Dental Hygienist	32.84
12030 - EKG Technician	25.99
12035 - Electroneurodiagnostic Technologist	25.99
12040 - Emergency Medical Technician	17.77

12071 - Licensed Practical Nurse I		15.88
12072 - Licensed Practical Nurse II		17.77
12073 - Licensed Practical Nurse III		19.81
12100 - Medical Assistant		12.26
12130 - Medical Laboratory Technician		18.82
12160 - Medical Record Clerk		13.61
12190 - Medical Record Technician		17.77
12195 - Medical Transcriptionist		15.88
12210 - Nuclear Medicine Technologist 12221 - Nursing Assistant I		39.04
12222 - Nursing Assistant II		11.34
12223 - Nursing Assistant III		12.75
12224 - Nursing Assistant IV		13.91
12235 - Optical Dispenser		15.61 17.77
12236 - Optical Technician		15.88
12250 - Pharmacy Technician		15.49
12280 - Phlebotomist		15.33
12305 - Radiologic Technologist		23.03
12311 - Registered Nurse I		22.53
12312 - Registered Nurse II		27.56
12313 - Registered Nurse II Specialist		27.56
12314 - Registered Nurse III		33.34
12315 - Registered Nurse III Anesthetist		33.34
12316 - Registered Nurse IV		39.96
12317 - Scheduler (Drug and Alcohol Testing)		22.01
12320 - Substance Abuse Treatment Counselor		22.01
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		20.35
13012 - Exhibits Specialist II 13013 - Exhibits Specialist III		25.20
13041 - Illustrator I		30.83
13042 - Illustrator II		20.35
13043 - Illustrator III		25.20
13047 - Librarian		30.83
13050 - Library Aide/Clerk		27.91 16.20
13054 - Library Information Technology Systems		25.20
Administrator		25.20
13058 - Library Technician		16.64
13061 - Media Specialist I		18.18
13062 - Media Specialist II		20.35
13063 - Media Specialist III		22.68
13071 - Photographer I		18.18
13072 - Photographer II		20.35
13073 - Photographer III		25.20
13074 - Photographer IV		30.83
13075 - Photographer V		37.30
13090 - Technical Order Library Clerk		20.35
13110 - Video Teleconference Technician		17.38
14000 - Information Technology Occupations		
14041 - Computer Operator I		15.71
14042 - Computer Operator II 14043 - Computer Operator III		17.22
14044 - Computer Operator IV		19.19
14045 - Computer Operator V		21.33
14071 - Computer Programmer I	(see 1)	23.62
14072 - Computer Programmer II	(see 1)	15.73 19.50
14073 - Computer Programmer III	(see 1)	23.84
14074 - Computer Programmer IV	(see 1)	45.04
14101 - Computer Systems Analyst I	(see 1)	24.23
14102 - Computer Systems Analyst II	(see 1)	ل بين و 1−مد
14103 - Computer Systems Analyst III	(see I)	

14150 - Peripheral Equipment Operator	15.71
14160 - Personal Computer Support Technician	21.33
14170 - System Support Specialist	21.24
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.23
15020 - Air Craw Training Devices Instructor (Rated)	29.32
15030 - Air Crew Training Devices Instructor (Pilot)15050 - Computer Based Training Specialist / Instructor	34.91
15060 - Educational Technologist	24.23
15070 - Flight Instructor (Pilot)	27.61
15080 - Graphic Artist	34.91
15085 - Maintenance Test Pilot Fixed Jet/Prop	20.47 34.91
15086 - Maintenance Test Pilot Rotary Wing	34.91
15088 - Non-Maintenance Test/Co-Pilot	34.91
15090 - Technical Instructor	17.67
15095 - Technical Instructor/Course Developer	21.62
15110 - Test Proctor	14.27
15120 - Tutor	14.27
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	9.88
16030 - Counter Attendant	9.88
16040 - Dry Cleaner	11.30
16070 - Finisher Flatwork Machine	9.88
16090 - Presser Hand	9.88
16110 - Presser Machine Drycleaning 16130 - Presser Machine Shirts	9.88
16160 - Presser Machine Wearing Apparel Laundry	9.88
16190 - Sewing Machine Operator	9.88
16220 - Tailor	11.94
16250 - Washer Machine	12.44
19000 - Machine Tool Operation And Repair Occupations	10.36
19010 - Machine-Tool Operator (Tool Room)	18.04
19040 - Tool And Die Maker	22.67
21000 - Materials Handling And Packing Occupations	22.07
21020 - Forklift Operator	13.96
21030 - Material Coordinator	21.78
21040 - Material Expediter	21.78
21050 - Material Handling Laborer	11.37
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	13.96
21110 - Shipping Packer	15.92
21130 - Shipping/Receiving Clerk	15.92
21140 - Store Worker I 21150 - Stock Clerk	14.76
21210 - Tools And Parts Attendant	20.75
21410 - Warehouse Specialist	13.96
23000 - Mechanics And Maintenance And Repair Occupations	13.96
23010 - Aerospace Structural Welder	22.76
23019 - Aircraft Logs and Records Technician	22.76
23021 - Aircraft Mechanic I	17.70 21.67
23022 - Aircraft Mechanic II	22.76
23023 - Aircraft Mechanic III	23.91
23040 - Aircraft Mechanic Helper	15.07
23050 - Aircraft Painter	20.35
23060 - Aircraft Servicer	17.70
23070 - Aircraft Survival Flight Equipment Technician	20.35
23080 - Aircraft Worker	19.12
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	19.12
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	21.67
23110 - Appliance Mechanic	18.04

23120 - Bicycle Repairer	14.49
23125 - Cable Splicer	19.59
23130 - Carpenter Maintenance	16.07
23140 - Carpet Layer	16.86
23160 - Electrician Maintenance	18.05
23181 - Electronics Technician Maintenance I	16.86
23182 - Electronics Technician Maintenance II	18.04
23183 - Electronics Technician Maintenance III	19.55
23260 - Fabric Worker	15.70
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	14.49
23311 - Fuel Distribution System Mechanic	19.21
23312 - Fuel Distribution System Operator	14.49
23370 - General Maintenance Worker	11.96
23380 - Ground Support Equipment Mechanic	21.67
23381 - Ground Support Equipment Servicer	17.70
23382 - Ground Support Equipment Worker 23391 - Gunsmith I	19.12
23392 - Gunsmith II	14.49
	16.86
23393 - Gunsmith III	19.21
23410 - Heating Ventilation And Air-Conditioning Mechanic	17.16
23411 - Heating Ventilation And Air Conditioning Mechanic (Research Facility)	18.25
23430 - Heavy Equipment Mechanic	10.00
23440 - Heavy Equipment Operator	18.35
23460 - Instrument Mechanic	17.12
23465 - Laboratory/Shelter Mechanic	19.21
23470 - Laborer	18.04
23510 - Locksmith	11.37
23530 - Machinery Maintenance Mechanic	18.04
23550 - Machinist Maintenance	23.13
23580 - Maintenance Trades Helper	19.21
23591 - Metrology Technician I	10.67
23592 - Metrology Technician II	19.21
23593 - Metrology Technician III	20.42
23640 - Millwright	21.63
23710 - Office Appliance Repairer	19.21
23760 - Painter Maintenance	18.04
23790 - Pipefitter Maintenance	13.95
23810 - Plumber Maintenance	18.39
23820 - Pneudraulic Systems Mechanic	17.27
23850 - Rigger	19.21
23870 - Scale Mechanic	19.21
23890 - Sheet-Metal Worker Maintenance	16.86
23910 - Small Engine Mechanic	16.09
23931 - Telecommunications Mechanic I	16.86
23932 - Telecommunications Mechanic II	19.01
23950 - Telephone Lineman	19.91
23960 - Welder Combination Maintenance	18.24
23965 - Well Driller	17.95
23970 - Woodcraft Worker	19.21
23980 - Woodworker	19.21
24000 - Personal Needs Occupations	14.49
24550 - Case Manager	14.70
24570 - Child Care Attendant	14.72
24580 - Child Care Center Clerk	10.09
24610 - Chore Aide	13.25
24620 - Family Readiness And Support Services Coordinator	11.62
24630 - Homemaker	14.72
	16.12

25000 - Plant And System Operations Occupations		
25010 - Boiler Tender		19.21
25040 - Sewage Plant Operator		21.59
25070 - Stationary Engineer		19.21
25190 - Ventilation Equipment Tender		13.27
25210 - Water Treatment Plant Operator		21.59
27000 - Protective Service Occupations		21.57
27004 - Alarm Monitor		10.90
27007 - Baggage Inspector		9.40
27008 - Corrections Officer		12.05
27010 - Court Security Officer		12.05
27030 - Detection Dog Handler		10.90
27040 - Detention Officer		12.05
27070 - Firefighter		12.05
27101 - Guard I		9.40
27102 - Guard II		10.90
27131 - Police Officer I		12.05
27132 - Police Officer II		13.40
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		12.79
28042 - Carnival Equipment Repairer		13.97
28043 - Carnival Worker		9.45
28210 - Gate Attendant/Gate Tender		13.18
28310 - Lifeguard		11.01
28350 - Park Attendant (Aide)		14.74
28510 - Recreation Aide/Health Facility Attendant		11.84
28515 - Recreation Specialist		18.26
28630 - Sports Official		11.74
28690 - Swimming Pool Operator		17.71
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		23.62
29020 - Hatch Tender		23.62
29030 - Line Handler		23.62
29041 - Stevedore I		21.98
29042 - Stevedore II		25.26
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist Center	(HFO) (see 2)	39.89
30011 - Air Traffic Control Specialist Station	(HFO) (see 2)	27.50
30012 - Air Traffic Control Specialist Terminal	(HFO) (see 2)	30.29
30021 - Archeological Technician I		17.49
30022 - Archeological Technician II 30023 - Archeological Technician III		19.56
30030 - Cartographic Technician		24.21
30040 - Civil Engineering Technician		23.18
30051 - Cryogenic Technician I		23.08
30052 - Cryogenic Technician II		25.57
30061 - Drafter/CAD Operator I		28.24
30062 - Drafter/CAD Operator II		17.49
30063 - Drafter/CAD Operator III		19.56
30064 - Drafter/CAD Operator IV		20.77
30081 - Engineering Technician I		25.57
30082 - Engineering Technician II		14.84
30083 - Engineering Technician III		16.66
30084 - Engineering Technician IV		18.64
30085 - Engineering Technician V		23.08 28.24
30086 - Engineering Technician VI		26.24 34.16
30090 - Environmental Technician		23.08
30095 - Evidence Control Specialist		23.08
30210 - Laboratory Technician		20.77
•		4U.11

30221 - Latent Fingerprint Technician I		25.57
30222 - Latent Fingerprint Technician II		28.24
30240 - Mathematical Technician		23.34
30361 - Paralegal/Legal Assistant I		19.44
30362 - Paralegal/Legal Assistant II		23.94
30363 - Paralegal/Legal Assistant III		29.29
30364 - Paralegal/Legal Assistant IV		35.44
30375 - Petroleum Supply Specialist		28.24
30390 - Photo-Optics Technician		21.93
30395 - Radiation Control Technician		28.24
30461 - Technical Writer I		23.08
30462 - Technical Writer II		28.24
30463 - Technical Writer III		34.16
30491 - Unexploded Ordnance (UXO) Technician I		25.35
30492 - Unexploded Ordnance (UXO) Technician II		30.67
30493 - Unexploded Ordnance (UXO) Technician III		36.76
30494 - Unexploded (UXO) Safety Escort		25.35
30495 - Unexploded (UXO) Sweep Personnel		25.35
30501 - Weather Forecaster I		25.57
30502 - Weather Forecaster II		31.09
30620 - Weather Observer Combined Upper Air Or	(see 2)	20.77
Surface Programs		
30621 - Weather Observer Senior	(see 2)	23.08
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot 31020 - Bus Aide		30.67
31030 - Bus Driver		8.15
31043 - Driver Courier		9.69
		9.69
31260 - Parking and Lot Attendant 31290 - Shuttle Bus Driver		9.91
31310 - Taxi Driver		10.59
		10.37
31361 - Truckdriver Light 31362 - Truckdriver Medium		10.59
31363 - Truckdriver Medium 31363 - Truckdriver Heavy		11.61
31364 - Truckdriver Tractor-Trailer		13.92
· · · · · · · · · · · · · · · · · · ·		13.92
99000 - Miscellaneous Occupations 99020 - Cabin Safety Specialist		
99030 - Cashier		14.95
99050 - Cashiel 99050 - Desk Clerk		9.48
99095 - Embalmer		9.70
99130 - Flight Follower		25.35
99251 - Laboratory Animal Caretaker I		25.35
99252 - Laboratory Animal Caretaker II		22.67
99260 - Marketing Analyst		24.77
99310 - Mortician		21.54
99410 - Pest Controller		25.35
99510 - Photofinishing Worker		14.61
99710 - Recycling Laborer		13.32
99711 - Recycling Specialist		15.75
99730 - Refuse Collector		21.66
99810 - Sales Clerk		14.91
99820 - School Crossing Guard		9.66
99830 - Survey Party Chief		16.75
99831 - Surveying Aide		22.02
99832 - Surveying Technician		12.52
99840 - Vending Machine Attendant		16.27
99841 - Vending Machine Repairer		22.67
99842 - Vending Machine Repairer Helper		28.88
220 12 11 Chem 2 Machine Repairer Helper		22.67

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life accident and health insurance plans sick leave pension plans civic and personal leave severance pay and savings and thrift plans. Minimum employer contributions costing an average of \$4.54 per hour computed on the basis of all hours worked by service employees employed on the contract.

HEALTH & WELFARE EO 13706: Minimum employer contributions costing an average of \$4.22 per hour computed on the basis of all hours worked by service employees employed on the covered contracts. *

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;
- (2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

- (3) The design documentation testing creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).
- 2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day).

However in those instances where the uniforms furnished are made of ""wash and wear"" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the ""Service Contract Act Directory of Occupations"" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

AFFIDAVIT re NON-COLLUSION

CITY OF) ss.	
ISLAND OF GUAM)	
deposes and says that:	_[state name of affiant signing below], being first duly sworn
•	ering company or individual is [state name of company
offeror has not colluded, conspired, conspired, conspired, to person, to put in a sham bid or to refidirectly or indirectly, sought by an agrice person to fix the bid price of offeror or of said bid price, or of that of any other Guam or any other offeror, or to securinterested in the bid contract. All state the knowledge of the undersigned. This	identified above is genuine and not collusive or a sham. The connived or agreed, directly or indirectly, with any other offeror of carain from making an offer. The offeror has not in any manner, preement or collusion, or communication or conference, with any of any other offeror, or to fix any overhead, profit or cost element of er offeror, or to secure any advantage against the government of re any advantage against the government of Guam or any person tements in this affidavit and in the proposal are true to the best of his statement is made pursuant to 2 GAR Division 4 § 3126(b).
	Signature of one of the following: Offeror, if the offeror is an individual; Partner, if the offeror is a partnership; Officer, if the offeror is a corporation.
Subscribed and sworn to before me this	day of, 202
NOTARY PUBLIC My commission expires,	

AG Procurement Form 003 (Jul. 12, 2010)

AFFIDAVIT DISCLOSING OWNERSHIP, INFLUENCE, COMMISSIONS AND CONFLICTS OF INTEREST

(Required by 5 GCA § 5233 as amended by P.L. 36-13 (4/9/2021))

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)	SS.	
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I, the undersigned, t Bidder/Offeror/Prospecti	eing first duly sworn, depose and say that I am an authorized ve Contractor and that (please check and fill out all that apply):	representative of
profit is f	eror/Prospective Contractor is an individual with a business license, and all dor, that same individual, with principal place of busin	
5030(n) or 5233	ror/Prospective Contractor is a business or artificial person (as defined in 1 G(b)), and is a sole proprietorship owned entirely (100%) by	CA § 715 or 5 GCA
		_
5030(n) or 523	ror/Prospective Contractor is a business or artificial person (as defined in 1 G(B(b)), and is owned by the following multiple individuals. Note: owners ed to be listed below, but other owners of smaller percentage are encouraged to Principal Place of Business % of Interest	of more than 10%
	Street Address	
of such a busine	he more-than-10% owners listed above is a business or artificial person. Any ss or artificial person are listed below per 5 GCA § 5233. Note: any less-than cial person is encouraged to also be listed below.	more-than-25% own
Name of >10% Owner B	siness or Artificial Person:	
Names of owners of the >10% Owner Business of Artificial Person ("Secontier Owner")	r	% of Interest
Name of other >10% Ow	ner Business or Artificial Person:	
Names of owners of the >10% Owner Business of Artificial Person ("Secontier Owner")	T Street Address	% of Interest

Second Tier Owner Name			
Name of Third Tier Owner	Principal Place of Street Address	of Business % of In	terest
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having the authority and respective (Contractor, please identif consibility for the Bid/Of	v the name, position, address	r a Second or Third Tier Own s, and contact information of the natu ntract, and the name of any natural p on:
Name of Natural Person	Position	Street Address of Principal Place of Business	Phone Number, Email Address, and other Contact Information
rurtner, I say that the perso compensation to solicit, secu this Affidavit is submitted an	re, or assist in obtaining	business related to the Bid/O	ommission, gratuity, contingent fee Offer/Proposal/Prospective Contract f
Name	Principal Place of Street Address	f Business Amount Compet	· - ·
government of Guam or the	government of the Unit	ed States, if federal funds a	plicitation and who are also employere to be used in the payment of the
government of Guam or the	government of the Unit	ed States, if federal funds a	olicitation and who are also employere to be used in the payment of the submitted, are as follows (if none, payment)
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AFFIDAVIT re CONTINGENT FEES

Y OF)			
AND OF GUAM) ss.)			
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says that:		state name of affiant s	signing below], being first sworn,	depose
1.	The name of the offering o	company or individual	is [state name of company]	
2. offering compa contingent arra 4 § 11108(f).	any has not retained any pe	erson or agency on a i	sal, to the best of my knowledge, percentage, commission, or othe t is made pursuant to 2 GAR Div	r
Guam upon ar contingent fee	any has not retained a pers n agreement or understand , except for retention of bor es for the purpose of securi	on to solicit or secure ing for a commission, na fide employees or b	sal, to the best of my knowledge, a contract with the government of percentage, brokerage, or bona fide established commercia ement is made pursuant to 2 GA	of I
4. behalf of the o	I make these statements o fferor's officers, representa	n behalf of myself as a tives, agents, subcont	a representative of the offeror, ar ractors, and employees.	nd on
		Signature of one of Offeror, if the offeror is Officer, if the offeror is	an individual; a partnership;	
Subscribed an	d sworn to before me this _	day of	, 202	

AG Procurement Form 007 (Jul. 15, 2010)

GOVERNMENT OF GUAM

GENERAL SERVICES AGENCY 148 Route 1, Marine Corp. Drive Piti, Guam 96915

BID BOND

NO	•	
KNOW ALL MEN BY THESE PRESENTS the	at	. as Principal
hereinafter called the Principal, and (Bonding C	Company),	
A duly admitted insurer under the laws of the T	erritory of Guam, as Surety, here	inafter called the Surety are
Held firmly bound unto the Territory of Guam f	or the sum of	
Dollars (\$), for Pa	syment of which sum will and
truly to be made, the said Principal and the said successors and assigns, jointly and severally, fir	Surety bind ourselves, our heirs,	executors, administrators,
WHEREAS, the Principal has submitted a bio	d for (identify project by number	and brief description)
into a Contract with the Territory of Guam in act as may be specified in bidding or Contract Doct of such Contract and for the prompt payment of event of the failure of the Principal to enter such to the Territory of Guam the difference not to example and such larger amount for which the Territory work covered by said bid or an appropriate lie obligation shall be null and void, otherwise to resigned and sealed this	aments with good and sufficient so flabor and material furnished in the Contract and give such bond outceed the penalty hereof between of Guam may in good faith contiquidated amount as specified in smain full force and effect.	the prosecution thereof, or in the r bonds, if the Principal shall pay the amounts specified in said bid fact with another party to perform the Invitation for Bids then this
	(PRINCIPAL	L) (SEAL)
(WITNESS)		
(TITLE)		
(MAJOR OFFICER OF SURETY)	(MAJOR OF	FICER OF SURETY)
(TITLE)		TITLE)

DOA 113/Rev: 4-1-87

(RESIDENT GENERAL AGENT)

INSTRUCTION TO PROVIDERS:

NOTICE to all Insurance and Bonding Institutions:

The Bond requires the signatures of the Vendor, two (2) major Officers of the Surety and Resident General Agent, if the Surety is a foreign or alien surety.

When the form is submitted to General Services Agency, it should be accompanied with copies of The following:

- 1. Current Certificate of Authority to do business on Guam issued by the Department of Revenue and Taxation.
- 2. Power of Attorney issued by the Surety to the Resident General Agent.
- 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

Bonds, submitted as Bid Guarantee, without signatures and supporting documents are invalid and Bids will be rejected.

GOVERNMENT OF GUAM GENERAL TERMS AND CONDITIONS

SEALED BID SOLICITATION AND AWARD

Only those Boxes checked below are applicable to this bid.

- [X] 1. AUTHORITY: This solicitation is issued subject to all the provision of the Guam Procurement Act (5GCA, Chapter 5) and the Guam Procurement Regulations (copies of both are available at the Office of the Complier of laws, Department of Law, copies available for inspection at General Services Agency). It requires all parties involved in the Preparation, negotiation, performance, or administration of contracts to act in good faith.
- [X] 2. **GENERAL INTENTION:** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these. General Terms and conditions for the bidder to provide the Government of Guam (Government) with specified services or with materials, supplies or equipment completely assembled and ready for use.
- [X] 3. TAXES: Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
- [X] 4. LICENSING: Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
- [X] 5. LOCAL PROCUREMENT PREFERENCE: All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with section 5008 of the Guam Procurement Act (5GCA, Chapter 5) and Section 1-104 of the Guam Procurement Regulations.
- [X] 6. COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS: Bidders shall comply with all specifications and other requirements of the Solicitation.
- []7. "ALL OR NONE" BIDS: NOTE: By checking this item, the Government is requesting all of the bid items to be bided or none at all. The Government will not award on an itemized basis.
- [X] 8. INDEPENDENT PRICE DETERMINATION: The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government code.
- [X] 9. BIDDER'S PRICE: The Government will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.
- [X] 10. BID ENVELOPE: Envelope shall be sealed and marked with the bidder's name, Bid number, time, date and place of Bid Opening.
- [X] 11. BID GUARANTEE REQUIREMENT: Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier's Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier's Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Treasure of Guam in the amount of fifteen percent (15%) of his highest total bid offer. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier's check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. Pursuant to 5 GCA § 5212, all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000.00 a 15% Bid Security of the total bid price must accompany the bid package. The bid bond, Letter of Credit, Certified Check or Cashier's Check will serve as Bid Security for this procurement.
- [X] 12. PERFORMANCE GUARANTEE: Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government of Guam. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 41 of these General Terms and Conditions.
- [X] 13. SURETY BONDS: Bid and Bid Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The surety must be an Insurance Company, authorized by the government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.
- [X] 14. COMPETENCY OF BIDDERS: Bids will be considered only from the such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
- [X] 15. **DETERMINATION OF RESPONSIBILITY OF BIDDERS**: The Chief Procurement Officer reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 16 of these General Terms and Conditions.

 (2 GAR, Div. 4 § 3116)

G.S.A. Form 112 Revised 8/12

[X] 16. STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER.

In determining the lowest responsible offer, the Chief Procurement Officer shall be guided by the following:

- a) Price of items offered.
- b) The ability, capacity, and skill of the Bidder to perform.
- c) Whether the Bidder can perform promptly or within the specified time.
- d) The quality of performance of the Bidder with regards to awards previously made to him.
- e) The previous and existing compliance by the Bidder with laws and regulations relative to procurement.
- The sufficiency of the financial resources and ability of the Bidder to perform.
- g) The ability of the bidder to provide future maintenance and services for the subject of the award.
- h) The compliance with all of the conditions to the Solicitation.
- [X] 17, TIE BIDS: If the bids are for the same unit price or total amount in the whole or in part, the Chief Procurement Officer will determine award based on 2 GAR, Div. 4, § 3109(o) (2) or to reject all such bids.
- [X] 18. BRAND NAMES: Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such preference is intended to be descriptive, but not restrictive and for the sole purpose of indicating prospective bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.
- [X] 19. **DESCRIPTIVE LITERATURE**: Descriptive literature(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the Bid will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the bid.
- [] 20. SAMPLES: Sample(s) of item(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The sample(s) should represent exactly what the bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the Bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.
- [] 21. LABORATORY TEST: Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report is on the bidder's account and must be from a certified Testing Association.
- [X] 22. AWARD, CANCELLATION, & REJECTION: Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bid received. The Chief Procurement Officer shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a bidding contract without further action by either party. In case of an error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The Government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No, award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the government (2 GAR, Div.4 §1103).
- [X] 23. MARKING: Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" in height.
- [X] 24. SCHEDULE FOR DELIVERY: Successful bidder shall notify the General Services Agency, Telephone Nos. 475-1707 or 475-713, at least twenty-four (24) hours before delivery of any item under this solicitation.
- [] 25. BILL OF SALE: Successful supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
- [X] 26. MANUFACTURER'S CERTIFICATE: Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indication that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.
- [X] 27. INSPECTION: All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the Government.
- [] 28. MOTOR VEHICLE SAFETY REQUIREMENTS: The Government will only consider Bids on motor vehicles which comply with the requirements of the National Traffic and Motor Vehicle safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.

[] 29. SAFETY INSPECTION: All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.

[X] 30. GUARANTEE:

a. Guarantee of Vehicle Type of Equipment:

The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from the Government and without cost to the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.

(b) Guarantee of Other Type of Equipment:
The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 30a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to the Government. Repairs, adjustments or replacements of defective parts shall be completed by the contractor within six (6) working days after notice from the Government.

- (c) Compliance with this Section is a condition of this Bid.
- [X] 31.REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT: The bidder or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
- [X] 32. REPRESENTATION REGARDING CONTINGENT FEES: The contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business (GPR Section 11-207).
- [X] 33. EQUAL EMPLOYMENT OPPORTUNITY: Contractors shall not discriminate against any employee or applicant of employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.
- [X] 34. COMPLIANCE WITH LAWS: Bidders awarded a contract under this Solicitation shall comply with the applicable standard, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.
- [] 35. CHANGE ORDER: Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-03.1 of the Guam Procurement Regulations.
- [X] 36. STOP WORK ORDER: Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-04.1 of the Guam Procurement Regulations.
- [X] 37. CANCELLATION OF INVITATION FOR BIDS OR REQUEST FOR PROPOSALS: Any Invitation for Bid may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interests of the Territory in accordance with regulations promulgated by the Policy Office. The reasons therefor shall be made part of the contract file.
- [X]38.TIME FOR COMPLETION: It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of 2 GAR, Div. 4 § 6101(8)
- [X] 39. JUSTIFICATION OF DELAY: Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Chief Procurement Officer of such delay. Notification shall be in writing and shall be receive by the Chief Procurement Officer at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Chief Procurement Officer, such justification is not adequate.

G.S.A. Form 112 Revised 8/12

- [X] 40. SERVICE-DISABLED VETERAN OWNED BUSINESS PREFERENCE: Bidding is subject to the policy in favor of Service-Disabled Veteran Owned Business as defined in 5 GCA sections 5011 and 5012.
- [X] 41. LIQUIDATED DAMAGES: When the contractor is given notice of delay or nonperformance as specified in Paragraph I (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or non-performance is excused under Paragraph 15 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay. 2 GAR, Div. 4 §6101(d).
- [X] 42. PHYSICAL LIABILITY: If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.
- [X] 43. Contract will be cancelled if funds not appropriated or insufficient, and that government will timely inform contractor. 2 GAR, Div.4 §3121(e) (1) (C) and 2 GAR, Div.4 § 3121(e)(1)(D).
- [] 44. If cancelled, contractor will be reimbursed unamortized reasonably incurred non-recurring costs. 2 GAR, Div.4 § 3121(e) (1) (G).
- [X] 45. CONTACT FOR CONTRACT ADMINISTRATION: If your firm receives a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.

Name:	Title:
Address:	Telephone:

GOVERNMENT OF GUAM

SEALED BID SOLICITAITON INSTRUCTIONS

BID FORMS: Each bidder shall be provided with one (1) Solicitation form. Additional copies may be provided upon request.
Bidders requesting additional copies of said forms will be charged per page in accordance with 5 GCA § 10203 of the Government Code of Guam. All payments for this purpose shall be by cash, certified check or money order and shall be made payable to the General Services Agency (EO 86-24).

2. PREPARATIONS OF BIDS:

- a) Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at bidder's risk.
- b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the solicitation and print or type his name on the Schedule. Erasures or other changes must be initiated by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of this authority unless such evidence has been previously furnished to the issuing office.
- c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct.
- d) Bids for supplies or services other than those specified will not be considered. Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.
- e) No Entitlement To Preparation Costs the bidder expressly waives any right it may have against the government for any expenses incurred in connection with the preparation of its bid.
- 3. EXPLANATION TO BIDDERS: Any explanation desired by a bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, etc., must be submitted in writing and with sufficient time allowed for a written reply to reach all bidders before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information would be prejudicial to informed bidders.
- 4. PRE-OPENING MODIFICATION OR WITHDRAWL OF BIDS: Bids may be modified or withdrawn by written notice received in the Government designated in the Invitation for Bid (IFB) prior to the due date. A telegraphic modification or withdrawal received by telephone from the receiving telegraph company office prior to the time and date of set for submission/opening will be effective if the telegraph company confirms the telephone message by sending a written copy of the telegram showing that the message was received at such office prior to the due date.
- 5. ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS: Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgement of receipt of the amendment. Such acknowledgement must be received prior to the hour and date specified for receipt of bids.

SUBMISSION OF BIDS:

- a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope.
- b) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).
- c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.
- d) Samples or descriptive literature should not be submitted unless it is required on this solicitation. Regardless of any Attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.
- FAILURE TO SUBMIT BID: If no bid is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future Solicitations for the type of supplies or services covered by this Solicitation are desired.

7. LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS:

- a) Definition: Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).
- b) Treatment: No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of territorial personnel directly serving the procurement activity.

- 8. CANCELLATION OR REVISION OF BID: This IFB may be canceled, or any and all bids may be rejected in whole or in part as may be pursuant to GAR § 3115, when it is in the best interest of the Government. Additionally, in accordance with GAR § 9105, if prior to award it is determined that a solicitation or proposed award of a contract is in violation of the law, then the solicitation or proposed award shall be canceled or revised to comply with the law. The reasons therefore shall be made part of the contract file.
- 9. REJECTION OF BIDS: Any bidder submitted in response to this IFB may be rejected in whole or in part with it is in the best interest of the Government, in accordance with GAR § 3115(e). Reasons for rejecting bids include but are not limited to: (1) The business that submitted the bids is non-responsive as determined under GAR § 3116; (2) The bid ultimately fails to meet the announced requirements of the Government in some material respect; or (3) The bid price is clearly unreasonable. Upon request, unsuccessful bidders shall be advised of the reasons for rejection.

When bids are rejected, or a solicitation canceled after bids are received, the bids which have been opened shall be retained in the procurement file, or if unopened, returned to the bidders upon request, or otherwise disposed of pursuant to GAR § 3115(g).

- 10. TERMINATION OF CONTRACT: 1. TERMINATION OF CONVENIENCE PURSUANT TO GAR § 6101(10)
 - (a) Termination: The Government, when the interest of the Government so requires, may terminate this contract in whole or in part, for the Convenience of the Government. The Purchasing Agency shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.
 - (b) Contractor's Obligations: The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified.
 - (c) Condition of Termination: Notwithstanding the foregoing, the cessation of services for people requiring services shall be contingent upon the Government obtaining a substitute provider for the services and the contractor shall cooperate by taking all reasonable and necessary steps to ensure that services are not interrupted and transferred to the succeeding provider. The contractor shall issue a written memorandum detailing the status of the contractor's ongoing services initiating termination or any fault of either party.
- 11. CONTRACT DISPUTES: 5 GCA § 5427 is applicable to controversies between the Government and a contractor which arise under, or by virtue of, a contract between them. This includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification reformation, or rescission. The word <u>controversy</u> is meant to be broad and all-encompassing. It includes the full spectrum of disagreements from pricing of routine contract changes to claims of breach of contract.

All controversies between the Government and the contractor which arise under, or are by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the Government in writing, within 60 days after written request by the contractor for a final decision concerning the controversy; provided, however, that if the Government does not issue a written decision, within 60 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as if an adverse decision had been received.

The Government shall immediately furnish a copy of the decision to the contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt, including (1) a description of the controversy; (2) a reference to pertinent contract provisions; (3) a statement of the factual areas of agreement or disagreement; (4) a statement of the Office's decision, with supporting rationale; and a paragraph substantially as follows:

This is the final decision of the Government.

You may seek any administrative or judicial review authorized by law.

Any such decision shall be final and conclusive, unless fraudulent, or the contractor brings an action seeking judicial review of the decision in the Superior Court of Guam. The contractor shall comply with any decision of the Government of the and proceed diligently with performance of the contract pending final resolution by the Superior Count of Guam for any controversy arising under, or by virtue of, the contract; provided the contract where the Government has made a written determination that continuation of work under the contract is essential to the public health and safety.

- 12. MANDATORY DISPUTES RESOLUTION CLAUSE: In the event of a conflict between this "Mandatory Disputes Resolution Clause" and any other terms in this contract, it is the intent of the government of Guam and the contractor that the terms of this clause are to be given precedence.
 - (1) Disputes Contractual Controversies. The government of Guam and the contractor agree to attempt resolution of all controversies which arise under, or are by virtue of, this contract through mutual agreement. If the controversy is not resolved by mutual agreement, then the contractor shall request the head of the purchasing agency, or their designee, in writing to issue a final decision within sixty days after receipt of the written request in keeping with 5 GCA § 5427(c). The head of the purchasing agency or their designee shall immediately furnish a copy of the decision to the contractor, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt.
 - (2) Absence of a Written Decision within Sixty Days. If the head of the purchasing agency, or their designee does not issue a written decision within sixty days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as though the head of the purchasing agency, or their designee had issued a decision adverse to the contractor.
 - (3) Appeals to the Office of Public Accountability. The head of the purchasing agency, or their designee's decision shall be final and conclusive, unless fraudulent or unless the contractor appeals the decision administratively to the Public Auditor in accordance with 5 GCA § 5706.

- (4) Disputes Money Owed To or By the Government of Guam. This subsection applies to appeals of the government of Guam's decision on a dispute. For money owed by or to the government of Guam under this contract, the contractor shall appeal the decision in accordance with the "Governments Claims Act", 5 GCA § 6101 et. Seq., by initially filing a claim with the Office of the Attorney General no later than eighteen months after the decision is rendered by the government of Guam or from the date when a decision should have been rendered. For all other claims by or against the government of Guam arising under this contract, the Office of the Public Auditor has jurisdiction over the appeal from the decision of the government of Guam. Appeals to the Office of the Public Auditor must be made within sixty days of government of Guam's decision or from the date the decision should have been made.
- (5) Exhaustion of Administrative Remedies. The contractor shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.
- (6) Performance of Contract Pending Final Resolution by the Court. The contractor shall comply with the government of Guam's decision and proceed diligently with performance of this contract pending final resolution by the Superior Court of Guam of any controversy arising under, or by virtue of, this contract, except where the contractor claims a material breach of this contract by the government of Guam. However, if the head of the purchasing agency determines in writing that continuation of services under this contract is essential to the public's health or safety, then the contractor shall proceed diligently with performance of the contract notwithstanding any claim of material breach by the government of Guam.
- 13. CONTRACT REMEDIES: Remedies pursuant to 2 GAR § 9101. Any dispute arising under or out of this contract is subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of Guam Procurement Regulations (GAR chapter 9)

DISCOUNTS:

- a) Notwithstanding the fact that prompt payment discounts may be offered, such offer will not be considered in evaluating bids for award unless otherwise specified in the Solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
- b) In connection with any discount offered, time will be computed from date of delivery and acceptance of the supplies to the destination as indicated in the purchase order or contract. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.
- 14. GOVERNMENT FURNISHED PROPERTY: No material, labor or facilities will be furnished by the Government unless otherwise provided for in the Solicitation.
- 15. <u>SELLER' INVOICES</u>: Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall be "certified true and correct" and shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended total. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.
- RECEIPT, OPENING AND RECORDING OF BIDS: Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12, below. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).
- 17. CONFIDENTIAL DATA: If a bidder considers any information submitted in its bid to be confidential, the bidder must identify in writing to the Government those portions which it considers confidential, and must request in writing that those portions be kept confidential. Only trade secrets and proprietary data will be considered confidential. If there is a request for confidentiality, the Government will render a decision on the request as soon as practicable after bids are opened. The Government will advise any bidder requesting confidentiality, of the Government's decision in writing. If the Government does not agree with a bidder's request, then the Government will inform the bidder that it may lodge a protest regarding any part of the Government's decision by following the procedure for protests outlined in Chapter 9 of the Guam Procurement Regulations.
- 18. PROHIBITION AGAINST GRATUITIES AND KICKBACKS: With respect to this procurement and any other contract that bidder may have or wish to enter into with the Government, the bidder represents that he/she has not violated, is not violating, and promises that he will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations GAR § 11170(e)
- 19. STATEMENT OF QUALIFICATIONS: The ability capacity and skill of the Bidders to perform; Whether the bidder can perform promptly or within the specified time; The quality of performance of the Bidder with regards to awards previously made to him; The sufficiency of the financial resources and ability of the bidders to perform; And the compliance with all of the conditions to the solicitation.

20. WAGE AND BENEFIT COMPLIANCE-CONTRACTORS PROVIDING SERVICES:

- (a) Contractor with regard to all person its employs whose purpose in whole or in part is the direct delivery of services contracted for with the Government of Guam in this procurement, shall pay such employees in accordance with the Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct deliverance of deliverables to the government of Guam. 5 GCA § 5801 Contractor shall be responsible for flowing down this obligation to its subcontractors.
- (b) The Wage Determination most recently issued by the U.S. Department of Labor at the time this Agreement was awarded to Contractor shall be used to determine wages and benefits which shall be paid to employees pursuant to this clause. 5 GCA § 5801
- (c) Should any contract contain a renewal clause, then at the time of renewal adjustments there shall be stipulations contained in that contract for applying the Wage Determination, so that the Wage Determination promulgated by the U.S Department of Labor on a date most recent to the renewal date shall apply. 5 GCA § 5801
- (d) In addition to the Wage Determination detailed above, health and similar benefits for employees having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor shall apply. Contractor shall pay a minimum of ten (10) paid holidays per annum per employee. 5 GCA § 5802

Any violation of Contractor or its subcontractors obligations of this section shall be investigated by the Guam Department of Labor and may include a monetary penalty assessment by the Guam Department of Labor of no less than One Hundred Dollars (\$100.00) per day, and no more than One Thousand Dollars (\$1,000.00) per day, until such time as a violation has been corrected, as well as the payment of all back wages and benefits due. 5 GCA § 5803

(f) In addition to any and all other breach of contract actions the Government of Guam may have under this procurement, in the event there is a violation in the process set forth in subsection (e) above, Contractor may be placed on probationary status by the Chief Procurement Officer of the General Service Agency, or its successor, for a period of one (1) year.

During the probationary status, a Contractor shall not be awarded any contract by any instrumentality of the Government of Guam. A Contractor who has been placed on probationary status, or has been assessed a monetary penalty pursuant to 5 G.C.A. Article 13 Title 5 may appeal such penalty or probationary status to the Superior Court of Guam. 5 GCA § 5804

- (g) Contractor along with all proposed offerors and submitter under this procurement were required to submit a Declaration of Compliance with Wage Determination laws as part of this procurement with a copy of the most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor. 5 GCA §5805
- (h) The applicable USDOL Wage Determination Rate Revision (as defined by subsections (b) and (c)) is to this Agreement. Contractor agrees to provide upon written request by the Government of Guam written certification of its compliance with its obligations as part of each invoice, along with the names of any employees, their positions, and detailed wage and benefits paid in keeping with this section. Additionally upon request by Government of Guam the Contractor shall submit source documents as to those individuals provide direct services in part or whole under this Agreement and its payments to them of such wages and benefits.
- 21. ETHICAL STANDARDS: With respect to this procurement and any other contract that the Contractor may have, or wish to enter into, with Any government of Guam agency, the Contractor represents that it has not knowingly influenced, and promises that it will not knowingly influence, any government employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations. GAR § 11103(b)
- 22. PROHIBITION AGAINST CONTINGENT FEES: The Contractor represents that he has not retained any person or agency upon an Agreement or understanding for a percentage, commission, brokerage, or other contingent arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies, to solicit or secure this Agreement or any other contract with the government of Guam or its agencies. GAR § 11108(f)
- 23. CONTRACTOR'S WARRANTY AS TO EMPLOYEES AND SEX OFFENSES. Reference 5 GCA 5253 (b): Contractor warrants that no person providing services on behalf of the Contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry.

Contractor warrants that if any person providing services on behalf of Contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction. Any contactor found in violation of this section, after notice from the Government of Guam, after notice from the contracting authority of such violation, shall within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action with the stipulated period may result in the temporary suspension of the contract at the discretion of the Government of Guam.

POLICY IN FAVOR OF SERVICE-DISABLED VETERAN OWNED BUSINESSES: P.L. 31-115 (September 20, 2011) 5 GCA § 5011 and § 5012 In the procurement of any supply or service, (except for professional services), if such supply or service is offered by a Service-Disabled Veteran Owned Business "SDVOB", as defined in 5 GCA § 5012, that is at least fifty one percent (51%) owned by service-disabled veteran(s), and if the supply or service is available within the period that is required for the procurement, and the price for the supply or service does not exceed one hundred five percent (105%) of the lowest bidder price, a preference shall be given to that SDVOB by the Government of Guam, and the supply or service shall be purchased from said SDVOB. This shall be in addition to any other procurement benefit the SDVOB may qualify for under Guam law. A business concern is a qualified SDVOB if: (a) the business concern is licensed to do business on 7Guam; (b) the business concern maintains its headquarters on Guam; (c) the business concern is at least fifty-one (51%) owned by a service-disabled veteran(s) who served in the active U.S. military service, was discharged or released under honorable conditions and whose disability is service-connected as demonstrated by a DD214, and certified by an award letter from the U.S. Department of Veterans Affairs; the DD214 and Disability award letter from U.S. Department of Veterans Affairs are submitted to the Government of Guam procuring agency for every service offered; and the service disabled veteran(s) owner(s) of the business concern has filed individual tax returns on Guam for a period of at least three (3) consecutive years.

- 25. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION: The undersigned Bidder certifies that the bid price submitted was Independently arrived at without collusion GAR § 3126
- 26. <u>LICENSING OR CERTIFICATE(S) OF EXEMPTIONS</u>: Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who cannot comply with the Guam Licensing Law. Specific information on license or exemptions may be obtained from the Director of Revenue and Taxation.
- 27. EQUAL EMPLOYMENT OPPORTUNITY: Bidder shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.
- 28. DISCLOSURES OF MAJOR SHAREHOLDERS: (5 GCA § 5233)

As a condition of submitted a bid, any partnership, sole proprietorship or corporation doing business with the Government of Guam shall submit an affidavit executed under oath that lists the name and address of any person who has held more than ten percent (10%) of the outstanding interest or shares in said month period immediately preceding submission of proposal.

ITEM NO.	DESCRIPTION	QTY	UOM	UNIT PRICE	EXTENSION
		<u> </u>	00111	ONIT PRICE	EXTENSION
1.1	PORTABLE ECG MACHINE	1	EA		
	EQUIVALENT: TO SCHILLER CARDIOVIT FT-1 ECG MACHINE WITH MOBILE CART PRODUCT# 0A.106000				
SPECII	FICATIONS:			BIDDING ON	OR REMARKS
DIMEN	NSIONS: 9"X6"X1",				
WEIGH	HT: 2LBS AMBIENT CONDITIONS				
TEMP	ARTURE: OPERATION: 10 TO40 C				
TRANS	SPORT/STORAGE: -10/+5 TO 50 C				
ними	DITY: OPERATION: 15 10 95% NON-CONDENSING				
PREAS	SURE OPERATING: 700 TO 1060 HPA			-	
TRANS	PORT/STORAGE: 500 TO 1060 HPA				
ELECTI	RICAL DATA POWER: MAINS OR BATTERY OPERATIO	N			
POWE	R SUPPLY: 100 10 240VAC, 50 TO 60 HZ, 1.0A (100V)) TO 0.6	A (240V)		 -
POWE	R CONSUMPTION: APPROX 30VA/15VDC				
BATTE	R CAPACITY: 4 HOURS OF CONTINUOUS DISPLAY				
ECG AI	MPLIFIER; CF DEFIBRILLATION PROTECTED				
INTERF	FACES & COMMUNICATION				
INTERF	ACE: LAN (ETHERNET 1GIBIT), USB				
INTER	NAL MEMORY: UP TO 350 ECG OR 100 RESTING RHY	THM RE	CORDINGS		
WIFI: 8	02.11A, B, G, N				
SECUR	ITY PROTOCOL: WPA2-PSK, WPA-PSK				
Bidding Brand:					
Model					
Produc Date o	t #: f Delivery:				

NO.	DESCRIPTION	QTY	UOM	UNIT PRICE EXTENSION
2.1	HOSPITAL GRADE PORTABLE AIR PURIFICATION SYSTEM	4	EA	
(Mail	EQUIVALENT: KWIKOOL BIOAIR MODEL: KWIKOOL BIOAIR + KBP1000 UV-C HEP AIR SCRUBBER & NEGATIVE AIR MACHINE PRODUCT # KBP1000		2,1	
<u>SPECI</u>	FICATIONS:			BIDDING ON OR REMARKS
ROOM	1 SIZE (BASED ON 4 AIR CHANGES OER HOUR):608	SQUARE	FEET	
RECO	MMENDED FOR: COMMERCIAL/INDUSTRIAL			
VIRUL	JS & BACTERIA, AIR STERILIZING, GENERAL AIR QUA	ALITY		
WIRIN	IG STYLE: PLUG			
BEST I	FIT: HOSPITALS AND MEDICAL FACILITIES			
HEIGH	ITS 38IN; WIDTH 16.5 IN; DEPTH 22.25IN; WEIGHT	90LB		
AMOL	JNT OF AIR MOVED (MAX CFM):1000 CFM			
ENERG	SY STAR			
NUME	BER OF FAN SPEEDS; 3			
MANL	JFACTURER- SUGGESTED ROOM SIZE: 1,100 SQUAF	RE FEET		
FILTAF	RION SYSTEM			
PRE-FI	LTER, WASHABLE PRE-FILTER			
HEPA	FILTER TYPE: ULPA/HEPA			
TYPE C	OF GERM TREATMENT: UVC BULB			
OZONI	E EMISSION: NONE			
NUME	R OF FILTERS TO CHANGE: 2			·
FILTER	CHANGE INDICATOR: YES			
CONTR	ROLS; MANUAL; REMOTE CONTROL- NO			
PROGR	RAMABLE TIMER: NO			
SLEEP	MODE: NO			
COLOR	: STAINLESS STEEL BLUE			
CASTE	RS: YES			
<u>Biddin</u>	g On:			
Brand: Model Produc Date o				

ITEM

NO.	DESCRIPTION	QTY	UOM	UNIT PRICE	EXTENSION
3.1	EKG CHART PAPER (Must be compatible with Item 1.1)	30	EA		
	REFERENCE: SCHILLER FR-1				
<u>SPECI</u>	FICATIONS:			BIDDING ON	OR REMARKS
PAPER	R MEASUREMENT 90MM X 90MM Z-FOLD				
THER	MOSENSITIVE				
RED G	GRIDS				
Biddir	ng On:				
Brand Produ Date c					
ITEM NO.	DESCRIPTION	QTY	иом	UNIT PRICE	EXTENSION
4.1	PORTABLE OXYGEN CONCENTRATOR WITH WHEELED CASE	4	EA		
	EQUIVALENT: IGO Model #306DS-C				
SPECIF	CICATIONS:			BIDDING ON	OR REMARKS
	IT: 19 POUNDS (8.6KG) WITH BATTERY; OUNDS (7.0KG) WITHOUT BATTERY				
DIME	NSIONS: (HXWXD):15"X11"X8" (38CMX28CMX200	CM)			<u></u>
FLOW	RATE SETTINGS: 1 TO 6 IN PULSE DOSE MODE				
	1PM IN CONTINUOUS FLOW MODE MAX RECOMI NUOUS FLOW	MENDED			
31PM-	OXYGEN CONCETRATION: 91%+- 3% FOR ALL FLC)W SETTIN	GS		
OPERA	TING TEMPERATURE: 41 f TO 104 F (5C TO 40C)				
TRANS	PORTATION AND STORAGE EMPERATURE: -4F TO	+104F (-2	0 TO 60C)		
ALTITU	DE: 0-13, 123 FEET (0-4,000 METERS)				
TESTEC) @ 933 HPZ- SOUND LEVEL; (3.0 PULSE DOSE MC	DE): 40 D	ВА		
3 YEAR	WARRANTY				

<u>Biddin</u>	ng On:				
Brand Model Produ Date o	l:				
ITEM NO.	DESCRIPTION	QTY	UOM	UNIT PRICE	EXTENSION
5.1	PORTABLE VITAL SIGNS MONITOR	2	EA		
	Equivalent: WELCH ALLYN Model: SPOT VITAL SIGNS 4400 WITH NIBP, SURETEMP & NONIN SP02 (44WT-B) Product # 7TT77				
<u>SPECIF</u>	ICATIONS:			BIDDING ON C	OR REMARKS
SUREB	P TECHNOLOGY CAN PROVIDE BP IN ONLY 15 SECONDS				
SURET	EMP PLUS ORAL / AXILLARY THERMOMETRY				 -
7" COL	OR TOUCHSCREEN FOR A SIMPLIFIED WORKFLOW				. <u></u> _
EMR C	ONNECTIVITY HELPS MINIMIZE DOCUMENTATION ERRORS				
EACH [DEVICE SHIPS WITH ONE ADULT BLOOD PRESSURE CUFF			-	
	RAGING TO HELP ENSURE ACCURATE HYPERTENSION FION AND DIAGNOSIS				
INCLUE	DES NONIN® SPO2 TECHNOLOGY				<u></u>
	NS FOR DOCUMENTING PATIENT VATIONS (I.E. RESPIRATION RATE, BMI)				
	R LITHIUM-ION BATTERY TO IIZE TIME BEFORE RECHARGING				
2 YEAR	WARRANTY				
<u>Bidding</u>	g On:				
Brand: Model: Produc Date of					

NO.	DESCRIPTION	QTY	UOM	UNIT PRICE	EXTENSION
6.1	MOBIL PORTABLE STAND WITH CUFF AND CORD MANAGEMENT (Must be compatible with item 5.1)	2	EA		
	Equivalent to Welch Allyn Model: Spot Vital Signs 4400 Product #7TT76				
SPECIFICATIONS:				BIDDING ON	OR REMARKS
GROS	S WEIGHT: 9.53KG				
WIDTI	H: 58.42 CM				
HEIGH	T: 55.88 CM				
DEPTH	H: 22.86CM				
COLOI	R: WHITE				
<u>Biddin</u>	ng On:				
Brand Name Item #					
Date c	of Delivery:				

7.1	RESTING TAB ECG ELECTRODES (Must be compatible with 1.1)	10	CS	
	Reference: 3M Item# 2330			
SPECIF	FICATIONS:			BIDDING ON OR REMARKS
ELECTI	RODE SIZE: 1.2" X0.8"			
ELECT	RODE TYPE: RESTING			
GEL TY	PE: CONDUCTIVE ADHESIVE			
MATER	RIAL: PLASTIC FIRM			
MONIT	TORING EVENT: ECHO-CARDIO			
OVERA	ALL LENGTH (METRIC) 2CM			
OVERA	LL WIDTH (METRIC) 2CM			
<u>Biddin</u>	g On:			
Brand: Name: Item #: Date o				

QTY

UOM UNIT PRICE

EXTENSION

Specifications have been prepared and developed by: Leonora Urbano, Nursing Supervisor

Reviewed and Approved by: Charlene Bamba Cruz, Certifying Officer

Approved by: THERESA C. ARRIOLA, Director, GBHWC

ITEM NO.

DESCRIPTION